

U.S. BANKRUPTCY COURT  
SOUTHERN DISTRICT OF N.Y.

**XX.**

REPLY PAPERS FROM INCOMPLETE  
PLEADINGS DATED 07/27/2022

**Return Dated Aug. 10<sup>th</sup>, 2022**

.....X

In Re:

)**Filed: 07/25/2022**

Todd Ruffalo, Jr.

)**Case No.# 22-22479-~~GM~~ 13**

)**Chapter ~~13~~ 7**

Debtor.

)**Jurisdiction: S.D.N.Y.**

.....X

)**White Plains:**

**REPLY IN OPPOSITION TO INVALID AND UNWARRANTED ORDER  
TO SHOW CAUSE WITH UNTRUE MISLEADING STATEMENTS WITH  
A TRO, MOL, NOTICE OF MOTION, AND A PRELIMINARY  
INJUNCTION PAPERS DATED JULY 27, 2022, WHICH ARE  
INTENTIONALLY MISSING CRUCIAL AND VITAL DOCUMENTS AND  
EVIDENCE IN FAVOR OF THE DEBTOR IN THIS CASE**

1.)In response to the "pleadings" from this non-creditor BSR. LLC., and

Nelson that is intentionally missing crucial evidence, be advised as follows.

2.)Of most importance, **HSBC** did not acquire valid title to the debtors

property in connection to an **unsecured** third Mtg. lien on 12/05/2018.

3.) Nelson is trying to hide the truth as usual in his untrue and perjurious

“pleadings” full of falsehoods under oath to the Court on 07/27/2022.

4.) On 06/29/2018, during the pendency of the 2<sup>nd</sup> chapter 7 filing MTGLQ.

Investors L.P., purchased the unsecured 3<sup>rd</sup> position junior Mtg. lien/loan.

5.) This transaction transfer was procured by way of a Notice to the debtor

Under the **MERS** Registry on 6/29/2018, and 7/27/2018.

**CONVERSION BACK TO SECOND CHAPTER 7 FILED BY THE DEBTOR  
IN THE SDNY JURISDICTION WHITE PLAINS LOCATION ALREADY  
PAID FOR \$25.00 FEE ON 08/05/2022, THAT WAS FILED IN THE  
SDNY JURISDICTION WHITE PLAINS LOCATION ON 05/21/2018**

**6.)The debtor received this new lender Notice in connection to the**

**third expired position Mtg. lien from MTGLQ. Investors LP. on**

**08/07/2018,** and why is this must be converted back to the second 7.

**7.) The 27 exhibits not tabbed from Nelson in his incomplete "pleadings"**

**are unfinished, incomplete, and deficient, among other words to be used.**

8.)Ocwen Loan Servicing also stayed on as the loan servicer in connection to the third Mtg. lien with MTGLQ. Investors L.P. as the new owner.

9.) **See under Exh. A.** copy of the Notice sent to the debtor from MTGLQ.

Investors L.P., and was received on 08/07/2018.

10.)The primary collateral on the debtor home is still encumbering the

property too, & Nelson dares to try to hide this vital evidence to the Court.

11.)The debtor won this untimely and illegal bench trial with Chicago title.

Ins. Co. on Friday 11/18/2016, and Nelson is trying to hide from the Court.

12. This was due to on the stand perjury from Dana B. Zimmerman, and

Brian S. Tretter, which the trial **transcript** will further prove so, etc.

13.) Nelson is not credible, just like Paul Marx, which they have both

told untrue events and stories about the debtor and his family unit.

14.) Nelson and Paul Marx have told lies and falsehoods about the

debtor that are beyond disgraceful and despicable.

15.) Control **#461730560**, is in connection to the debtors current primary collateral on the property, and was recorded on 7/06/2006, not 7/02/2006.

16.) This first Mtg. lien was not Extinguished during the illegal **auction** held by the ("**referee**") with the wrong lender HSBC-ad-publication 12/5/2018.

17.) Joseph A. Maria historic checkered past is full of bad karma, bad faith, and malpractice, among other things that could be stated.

18.) The worst might be the violent felony break-in up in Put. Cnty. New York in July 2016.

19.) **HSBC** was not the valid seller in connection to the third Mtg. lien with

Ocwen as the loan servicer during the illegal **auction** held on 12/5/2018.

20.) In Real Estate a third Mtg. lien cannot bypass, circumvent, or cut-off

the senior Mtg. liens encumbering the property and with the wrong seller.

**DEFECTIVE AND FRAUDULENT AD PUBLICATION IN CONNECTION TO THE THIRD POSITION MTG. LIEN WITH THE WRONG LENDER HSBC STARTED TO RUN IN THE PAPER FROM MCCABE, WEISBERG, & CONWAY ON 10/31/2018, WITH A STAY STILL IN PLACE AND EFFECT FROM A CHAPTER 7 FILING BY THE DEBTOR FILED IN THE SDNY JURISDICTION WHITE PLAINS LOCATION ON 05/21/2018**

21.) On 10/31/2018, the invalid and untimely **ad publication** had the

wrong seller-HSBC in connection to the unsecured third position Mtg. lien

with a stay still in effect from the chapter 7 filing on 05/21/2018.

22.) This wrong **ad publication** with **HSBC** in the paper was from the third chapter 7 filing from the debtor on 11/30/2018.

23.) **HSBC** was never the owner in connection to the third Mtg. lien, and all of the evidence not in the record from Wells Fargo will further prove so.

24.) **Wells Fargo Bank** was in fact the lender/owner in connection to the third position unsecured junior Mtg. lien until **June** 29<sup>th</sup>, 2018.

25.) The S.E.C. new evidence, and the historic letters from LITTON LOAN Servicing L.P., does prove that Wells Fargo was the lender on the 3rd lien.



26.)The second Mtg. lien was not Extinguished either during the illegal

auction held by the ("referee") on 12/05/2018.

27.)Further, the Mtg. Release in connection to the second Mtg. lien is not

dischargeable as it is missing the record data info. from assignor/assignee.

28.)This "document" dated **Oct.** 27<sup>th</sup> 2014, also has false and inaccurate

info., which is that the Mtg. has not been **assigned** of record.

29.) Wells Fargo had other capacities/roles as well on the unsecured 3<sup>rd</sup>

position expired unsecured Mtg. lien, which one was master servicer.

30.) **See under Exh. B.**, a copy of S.E.C. trust evidence with Wells

Fargo as the owner, and the other capacities on the third Mtg. lien.

31.) It is a shame that Nelson cannot admit that his unwise clients were

ripped off on the internet by a title co., Highland Title Agency, and others.

32.) One being the Real Estate broker Christopher A. Rose who placed the

illegal advertisement with the wrong seller HSBC on HUBZU on the internet.

33.) This Mahandra D. Persaud ripped off Nelson's clients too, which he

didn't double check anything in the unfinished fraudulent ("title report").

**250 Stanley Avenue Mt. Vernon New York Real Property**

**"Bargain & Sale DEED"**

34.) Mahandra D. Persaud has ripped off other consumers before, including

Nelson clients with a Mt. Vernon N.Y. Real Property with no title protections.

35.) **HSBC** also did not obtain a valid **assignment** on 01/21/2014, which is

over 5 years later from the fraudulently induced S&C dated 03/16/2009.

36.) **The S&C dated ("03/16/2009"), states that the ("assignment")**

**was ("to be recorded") that is dated ("03/04/2009").**

37.)There are indeed other falsehoods in this S&C dated 03/16/2009, and

must be vacated, voided, and set aside under CPLR 5015(a),(2),(3),(5).

**BOGUS ASSIGNMETNS:**

38.) How did HSBC buy the third Mtg. lien on 1/21/2014, when the previous

assignment states that HSBC purchased the third Mtg. Lien on 3/04/2009 ?

39.)The falsehoods continue at a very long period in time from OCWEN,

Jordan Katz, and other dishonest and deceptive parties in this synopsis.

40.) BSR. LLC., and the 2 uneducated owners in Real Estate are not a valid

creditor here by any means with them not buying out the 2<sup>nd</sup> and the 1<sup>st</sup>.

41.) The illegal closing in the Bronx New York in connection to the third

Mtg. lien on 1/11/2022, has no title protections in the fraudulently induced

DEED.

### **BSR. LLC. AND THE OWNERS**

42.) At the most BSR. LLC. owns an illegal unsecured third position Mtg. lien

with the wrong seller-HSBC that is in fact expired debt under CPLR 213 (4).

43.)The new updated certified title report is additional new evidence that further proves the title fraud, etc., and the other problems clouding title.

44.) Further, the debtor has every right to file an A.P. action against the named defendants who have caused harm by way of punitive damages, etc.

45.)Nobody that is chapter and versed in Real Estate would buy anything on the ("internet") without an ("**inspection**") of the Property.

46.)Further, on 04/25/2011, and 04/29/2011, this third unsecured Mtg. lien and invalid lawsuit with falsehoods was discontinued with prejudice.

47.) Ergo, the debt is forever unenforceable under CPLR 213 (4), and

anyone is collaterally estopped.

48.) **See under Exh. C.**, a copy of a 1 page letter 4/29/2011, and the two

discontinuances to the debtor from Ronni Ginsberg by FedEx on 4/30/2011.

49.) **See under Exh. D.**, a copy of a letter from 4/20/2009, and a copy of

**"assignment"** from Ronni Ginsberg by FedEx on 4/21/2009.

50.) This **"assignment"** is dated 01/28/2009, and oddly 03/04/2009, which

was never recorded of record and is no doubt fraud, invented, and fake.

51.)Additional falsehoods from Nelson are that the debtor is suing in State

Court against this **non-creditor**, BSR. LLC., and the 2 owners.

52.) The trustee Susan Schmidt the debtors mother and some of the

successor trustees in the **RBTD** dated **May** 6<sup>th</sup>, 2005, are suing for fraud.

53.)The revocable blind trust DEED was created on **May** 6<sup>th</sup> 2005, which is

after the debtor took legal DEED-title to the property on **April** 7<sup>th</sup>, 2005.

54.)Mtg. liens 1, 2, 3, 4, are all satisfied and discharged of record on the

debtors property, and this evidence is in the updated certified title report.



55.)Mtg. lien # 5 is the first position Mtg. lien still encumbering the debtors

property and Nelson wants to continue to hide this evidence to the Court.

56.)**Control for Mtg. lien # 5 is #461730560. ROR on July 6<sup>th</sup>, 2006.**

57.)Nelson is an accessory to grand larceny 2<sup>nd</sup> degree, forgery in the first

degree, aggravated I.D. theft in the first degree, etc., with his "clients".

58.)Mtg. lien # 6 is still encumbering the debtors property with an unpaid

("Note") in connection to the second Mtg. lien with a lot of untrue info.

59.) Nelson wants to continue to hide, lie, and bury this evidence as well  
to the Court to try and steal the debtors property.

59.) **Control for Mtg. lien # 6 is #462220449. ROR on Aug. 23<sup>rd</sup>,**

**2006.**

60.) Mtg. lien # 7 was not sold legally by anyone on 01/11/2022, and the

current owner of this discontinued third Mtg. lien with prejudice is MTGLQ.

61.) **Control for Mtg. lien # 7 is #462220567. ROR on Aug. 23<sup>rd</sup>,**

**2006.**

62.) **What control number came first on Aug. 23<sup>rd</sup>, 2006?**

63.) This is an easy task, which on **Aug. 23<sup>rd</sup>, 2006 #462220449,** came

before **#462220567, and #462220449, is senior to #462220567.**

64.) Most people in the legal industry do not check over third party work

product due to being lazy, or busy with unqualified work that they take on.

65.) At the most BSR. LLC. is an illegal unsecured third position Mtg.

lien holder thru a fraudulent Real Estate closing transaction, nothing else.

66.) BSR LLC. never lent any monies to the debtor, and have been ripped off

by a couple of "honest" lawyers, which are Nelson, Persaud, and Dibbini.

67.) BSR LLC. went from an "interested party", to a "secured creditor" from

this "honest" lawyer Nelson.

68.) Nelson is caught lying in real time with on the stand perjury on

Wednesday 07/20/2022, which is recorded and being transcribed by Court

reporter.

69.) **Dibbini** facilitated a fraudulently and illegal induced action in State

Court in connection to an expired third position Mtg. lien, with 2 senior Mtg.

liens still on title.

70.) The 3 outstanding Mtg. liens, 5, 6, 7, are not stale debt according to

Nelson who is a chronicle and extemporaneous liar.

71.) What is the context that this "honest" party Nelson would have the

debtor use to appease him for the Court?

72.) Nelson is also involved in the fraudulently induced records on the first position Mtg. lien, and is the primary collateral on the debtors title-property.

73.) For example, a fraudulently induced **assignment** dated 02/07/2014, and recorded of record without a "Note" and a unsigned Stip. on 3/06/2014.

74. Nelson is also involved in I.R.S. fraud with a fraudulently induced 1098 form in the of \$89,213.44, which the debtor did not pay to "Springleaf".

75.) The ("Stipulation") was never signed either in the fraudulently induced settlement with Nelson dated Feb. 7<sup>th</sup>, 2014, by ("William J. Giacomo").

76.) Ergo, Chicago Title Ins. Co. never took any legal ownership transfer of

the first Mtg. lien from American Gen. Home Equity, Inc. on Feb. 7<sup>th</sup>, 2014.

77.) Every lawsuit filed by the debtor in State Court was valid, kosher, and

legit, including against this hallroom useless lawyer ("Peter A. Iannace").

78.) Nelson has slandered the good name of the debtor and has engaged

in massive fraud and unlawful misconduct on and off over the last 12 years.

79.) Nelson has also tried to hide the truth, events, and facts from the

**deposition** held with the debtor as well held on Thursday **05/27/2010**.

80.) Indeed, Nelson knows that his friend Matthew N.L. Roach stole approx.

\$157K. from the debtor in this refinance closing on 06/21/2006.

81.) **See under Exh. E.** a copy of the payoff letter from Julie Velez dated

6/21/2006, from American Gen. Home Equity, Inc., to Victoria Roach.

82.)The "honest" Nicholas Colabella who is now 86 years of age with bad

karma going back to the **Deskovic** malfeasance is still working as a J.H.O.



83.) See under Exh. F., a copy of Colabella **disqualification** dated

**Nov.** 30<sup>th</sup>, 2011, and was in connection to the 2 fraudulently induced

foreclosure cases from two dishonest law firms playing by their own rules.

84.) Would a **deposition** be very ugly for Nelson here with his ugly history

of a practice and pattern of falsehoods and misrepresentations under oath?

85.) The debtor answers in the affirmative, which Nelson would no doubt

take 5 just like ("Mark Furhman") on all questions he would be asked!

- 86.) The prior chapter 13 should not have been dismissed as nobody was prejudiced by the unintentional unfinished forms that are too small in font.
- 87.) Nelson says there was a “**settlement**”, which is **deliberately** vague, and incomplete in connection to the current **first** position Mtg. lien.
- 88.) Nelson talks and believes his own lies and is some shameful and sad unlawful and unethical conduct, among other words that could be used.
- 89.) The Court already has a valid updated certified title report that further proves the title fraud and other crimes from Nelson and his clients, etc.

90.)The proper adjudication here is to convert this case back to the chapter 7 filing on 5/21/2018, that is engorged with Admin. errors, human error, oversights, etc.

91.)To reiterate in connection to the third position expired Mtg. lien the owner changed on 06/29/2018, which was to MTGLQ. Investors L.P.

92.)The debtor is requesting a **permanent** injunction from BSR. LLC., and the owners from any further fraudulent litigation in this Real Estate fraud.

93.)The debtor is requesting a **permanent** injunction from Nelson and his unscrupulous firm from any further litigation from his fraud with the debtor.

94.)The debtor is still trying to hire quality and qualified effective Counsel, which Nelson has a further hindered with him spreading lies around about the debtor to Julie Curley, and other parties.

**RAMPART: C.I.D. 1. 10-19:**

95.) This is aggravated harassment, obstruction, hindering, etc., from

Nelson and are crimes he will be charged with by the authorities soon.

96.)Nelson and his entire unethical firm must be disqualified sua sponte

from their moral turpitude and misconduct in connection to the current

outstanding primary collateral first position Mtg. lien on the debtor home-

property with no satisfaction of record.

97.) Nelson and his entire staff of cheaters must also be removed and disqualified sua sponte in connection to the expired unsecured third position Mtg. lien on the debtors home-property from the moral turpitude and unethical misconduct.

98.) Lastly, based on the forging events the debtor respectfully requests that all of the relief be granted above herein forthwith for the proper adjudication in Court with the correct lender of the unsecured third position Mtg. lien, which is MTGLQ. Investors L.P., dated 06/29/2018, and with the remaining problems with BMW., Martin Mooney, CHASE, PCHL, AGHE, Springleaf, The Town of Greenburgh with incriminating Video, JCS. LLC., with an un-sustained unsecured claim in the sum amount of \$768. 83, and Quantum3 Group LLC., as an ("Agent") with a un-sustained unsecured claim asserted in the sum amount of \$1,018.43, and with other parties who have tampered with evidence in State Court to harm the debtor and Robin Ruffalo, and other family members of the debtors family unit and for any

other further relief that the Court deems just and proper under these most  
disturbing and unpleasant circumstances. Thank you.

At White Plains New York

08. 08. 2022

By: 

Todd Ruffalo, Jr.

P.O. Box 1696

W.P. N.Y. 10602

[taxman1912@outlook.com](mailto:taxman1912@outlook.com)

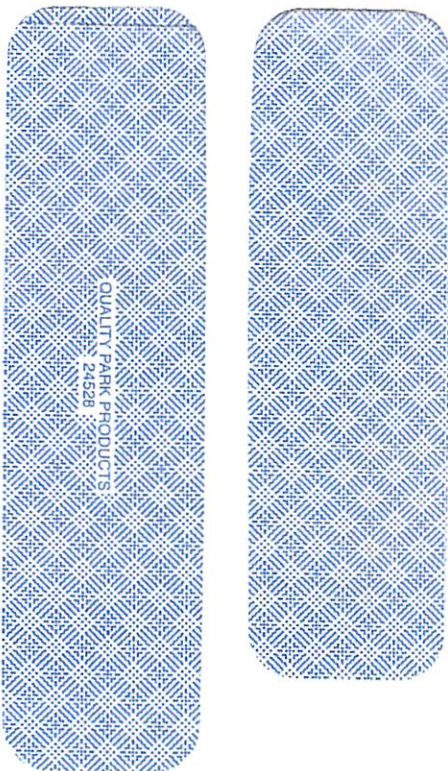
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All Parties of Record Via Pacer

A



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02 1W  
0001397445 JUL 27 2018

MTGLQ Investors, L.P.  
Bowling Green Station  
PO Box 1110  
NY, NY 10274

Mr. Todd Ruffalo  
PO Box 1696  
White Plains NY, 10605

Recd.  
08/07/2018  
JDS.

MTGLQ Investors, L.P.  
Bowling Green Station  
PO Box 1110  
NY, NY 10274

Mr. Todd Ruffalo  
PO Box 1696  
White Plains NY, 10605

July 27, 2018

**NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF OWNERSHIP OF MORTGAGE LOAN (15 U.S.C. 1641(g))**

You are receiving this notice because the ownership of your Mortgage Loan identified below has been sold, assigned, or transferred to MTGLQ Investors, L.P. ("Covered Person"). You may contact the prior holder of your Mortgage Loan, or the servicer of your Mortgage Loan, if you want to Confirm the sale/assignment/transfer of your Mortgage Loan to the new Covered Person.

**Information about your Mortgage Loan:**

Borrower Name(s) TODD RUFFALO

Ocwen Loan Servicing LLC.

Loan Number # 7091236351

Address of Mortgaged Property: 7-9 Pleasant Avenue, White Plains, NY 10605

**Please note the following information regarding the sale/assignment/transfer of your mortgage**

1. Name, address and telephone number of the new Covered Person:  
MTGLQ Investors, L.P. 2001 Ross Avenue, Suite 2800, Dallas TX 75201 (866) 7078234
2. Date of sale/assignment/transfer of your Mortgage Loan: June 29, 2018
3. How to reach your Mortgage Loan Servicer, which is the party who has Authority to act on behalf of the new Covered Person:

MTGLQ Investors, L.P., does NOT service your loan. The current Servicer of your loan is Ocwen Loan Servicing LLC., (your "Mortgage Loan Servicer").

Your Mortgage Loan Servicer is responsible for the ongoing administration of your Mortgage Loan, including collecting Mortgage payments, sending billing statements and escrow statements and answering any questions you may have about your Mortgage Loan.

**MTGLQ INVESTORS, L.P. IS NOT THE SERVICER OF YOUR LOAN. ANY MORTGAGE PAYMENTS SHOULD CONTINUE TO BE SENT TO YOUR MORTGAGE SERVICER. SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR LOAN, PLEASE CONTACT THE SERVICER USING THE CONTACT INFORMATION SET FORTH BELOW.**

The mailing address and phone number of the Mortgage Loan Servicer for your Mortgage Loan is:

Ocwen Loan Servicing, LLC.  
PO Box 24646  
West Palm Beach, Florida 33416-4646  
1-800-746-2936  
8:00 a.m. - 9:00 p.m. Monday- Friday  
8:00 a.m. - 5:00 p.m. Saturday

4. The location of the place where the transfer of ownership of the debt is or may be recorded is the office of public land records or the recorder of Deeds office for the County or local jurisdiction where the property is located.

**5. Partial Payments:**

MTGLQ Investors, L.P., is your New Lender and may have a different Partial Payment Policy than your previous Lender. Under our policy, we may hold payments that are less than the amount due (partial payments) in a separate account until you pay the rest of the payments and then apply the full payment to your Loan. If this Loan is Sold, your new Lender may have a different Policy.

**6. Additional information:**

The transfer of ownership of your Loan does NOT affect the terms or condition of your Mortgage Loan, other than the terms directly related to the ownership of your Loan.

This notice does NOT change the address of where you send your Mortgage Loan payments. Any payments should be sent to your Mortgage Loan Servicer, as noted above.

**B**

NYSCEF DOC. NO. 11

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

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MIC-Info: RSA-MD5,RSA,

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&lt;ACCEPTANCE-DATETIME&gt;20070402112338

ACCESSION NUMBER: 0001056404-07-001518

CONFORMED SUBMISSION TYPE: 10-K

PUBLIC DOCUMENT COUNT: 1

CONFORMED PERIOD OF REPORT: 20061231

FILED AS OF DATE: 20070402

DATE AS OF CHANGE: 20070402

## FILER:

## COMPANY DATA:

COMPANY CONFORMED NAME:

Nomura Home Equity Loan,

Inc., Home Equity Loan Trust, Series 2006-HE3

CENTRAL INDEX KEY:

0001370072

STANDARD INDUSTRIAL CLASSIFICATION:

ASSET-BACKED SECURITIES

{6189}

STATE OF INCORPORATION:

DE

FISCAL YEAR END:

0331

## FILING VALUES:

FORM TYPE:

10-K

SEC ACT:

1934 Act

SEC FILE NUMBER:

333-132109-03

FILM NUMBER:

07736440

## BUSINESS ADDRESS:

STREET 1:

2 WORLD FINANCIAL CENTER

STREET 2:

21ST FLOOR

CITY:

NEW YORK

STATE:

NY

ZIP:

10281

BUSINESS PHONE:

(212) 667-9300

## MAIL ADDRESS:

STREET 1:

2 WORLD FINANCIAL CENTER

STREET 2:

21ST FLOOR

CITY:

NEW YORK

STATE:

NY

ZIP:

10281

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&lt;TYPE&gt;10-K

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NYSCEF DOC. NO. 11

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

(Mark one)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2006

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

Commission file number: 333-132109-03

Nomura Home Equity Loan, Inc., Home Equity Loan Trust, Series  
2006-HE3 (exact name of issuing entity as specified in its  
charter)

Nomura Home Equity Loan, Inc.  
(exact name of the depositor (as registrant on behalf of the  
issuing entity) as specified in its charter)

Nomura Credit & Capital, Inc.  
(exact name of the sponsor as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

20-2748651  
(I.R.S. Employer  
Identification No.)

Nomura Home Equity Loan, Inc.  
2 World Financial Center Building B  
New York, NY 10281  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (212) 667-9300

Securities registered pursuant to Section 12(b) of the Act:



NYSCEF DOC. NO. 11  
NONE.

Securities registered pursuant to Section 12(g) of the Act:

NONE.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K ( 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Not applicable.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes ☐ No ☒

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of

SEARCH RESULTS: 1 - 1 of 1 results for "SEARCH RESULTS" [View Search Results](#)

Page 4 of 8

List hereunder the following documents if incorporated by reference and the Part of the Form 10-K (e.g., Part I, Part II, etc.) into which the document is incorporated: (1) Any annual report to security holders; (2) Any proxy or information statement; and (3) Any prospectus filed pursuant to Rule 424(b) or (c) under the Securities Act of 1933. The listed documents should be clearly described for identification purposes (e.g., annual report to security holders for fiscal year ended December 24, 1980).

**Not applicable.**

**Item 1. Business.**

Omitted.

Omitted.

None.

Omitted.

Omitted.

Omitted.

**Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.**

17 of 50  
10 of 28

**Omitted.**

**Omitted.**

**Omitted.**

Omitted.

**Omitted.**

Omitted.

Omitted.

**Note.**

Omitted.

Omitted.

10 AF 50  
11 AF 28

NYSCEF DOC. NO. 1 Management and Related Stockholder Matters.

Omitted.

**Item 13. Certain Relationships and Related Transactions, and Director Independence.**

Omitted.

**Item 14. Principal Accounting Fees and Services.**

Omitted.

**ADDITIONAL DISCLOSURE ITEMS PURSUANT TO GENERAL INSTRUCTION J**

**Item 1112(b) of Regulation AB, Significant Obligor Financial Information.**

None.

**Item 1114(b)(2) of Regulation AB, Credit Enhancement and Other Support, except for Certain Derivative Instruments (Information regarding Significant Enhancement Providers' Financial Information).**

No entity or group of affiliated entities provides any external credit enhancement, uses any derivative instruments or other support for the certificates within this transaction as described under Item 1114(a) of Regulation AB.

**Item 1115(b) of Regulation AB, Certain Derivative Instruments.**

The significance percentage related to each entity or group of affiliated entities providing derivative instruments described in Item 1115 of Regulation AB is less than 10%.

**Item 1117 of Regulation AB, Legal Proceedings.**

On March 20, 2007, People's Choice Home Loan, Inc. filed a Chapter 11 petition in the United States Bankruptcy Court for the Central District of California, Santa Ana Division, Case No. 07-10765. In addition, on March 20, 2007, its parent company, People's Choice Financial Corporation and that company's qualified REIT subsidiary, People's Choice Funding, Inc., have also filed Chapter 11 petitions in the same court (Case No. 07-10772 and 07-10767, respectively).

**Item 1119 of Regulation AB, Affiliations and Certain Relationships and Related Transactions.**

No applicable updates.

Item 1122 of Regulation AB, Compliance with Applicable Servicing Criteria.

Reports on assessment of compliance with the servicing criteria for asset-backed securities are attached hereto under Item 15.

The 1122 statements for First American Real Estate Solutions of Texas, L.P. (as Sub-Contractor for Ocwen Loan Servicing, LLC) ("First American") have disclosed the following material instance of noncompliance with the servicing criteria set forth in Item 1122(d) (2) (vii) (B) of Regulation AB applicable to First American during the twelve months ended December 31, 2006. Account reconciliations for all asset-backed securities related bank accounts were not prepared within 30 calendar days after the bank statement cutoff date, or such other number of days specified in the transaction agreements as required by Item 1122(d) (2) (vii) (B) of Regulation AB.

The 1122 statements for Wells Fargo Bank, National Association (Corporate Trust Services) ("Wells Fargo") has disclosed material noncompliance with criterion 1122(d) (3) (i), as applicable to Wells Fargo during the twelve months ended December 31, 2006. Certain monthly investor or remittance reports included errors in the calculation and/or the reporting of delinquencies for the pool assets.

Item 1123 of Regulation AB, Servicer Compliance Statement.

Servicer Compliance Statements are attached hereto under Item 15.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a) Exhibits

- (4) The Pooling and Servicing Agreement, dated as of August 1, 2006, among Nomura Home Equity Loan, Inc., as depositor, Nomura Credit & Capital, Inc., as sponsor, Wells Fargo Bank, National Association, as master servicer and securities administrator, Ocwen Loan Servicing, LLC, as a servicer, and HSBC Bank, USA, National Association, as trustee (incorporated herein by reference from Exhibit 4.1 of the Current Report on Form 8-K of the registrant as filed with the Commission).

NYSCEF DOC. (31) Rule 13a-14(d)/15d-14(d) Certifications.

- (33) Reports on assessment of compliance with servicing criteria for asset-backed securities.

<TABLE>

<s>                      <c>

- a) Assurant Inc., as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- b) First American Real Estate Solutions of Texas, L.P., as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- c) Ocwen Loan Servicing, LLC, as Servicer <F1>
- d) Regulus Group LLC as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- e) Wells Fargo Bank, N.A., as Master Servicer <F1>
- f) Wells Fargo Bank, N.A., as Securities Administrator <F1>
- g) Wells Fargo Bank, N.A., as Paying Agent <F1>
- h) Wells Fargo Bank, N.A., as Custodian <F1>

</TABLE>

- (34) Attestation reports on assessment of compliance with servicing criteria for asset-backed securities.

<TABLE>

<s>                      <c>

- a) Assurant Inc., as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- b) First American Real Estate Solutions of Texas, L.P., as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- c) Ocwen Loan Servicing, LLC, as Servicer <F1>
- d) Regulus Group LLC as Sub-Contractor for Ocwen Loan Servicing, LLC <F1>
- e) Wells Fargo Bank, N.A., as Master Servicer <F1>
- f) Wells Fargo Bank, N.A., as Securities Administrator <F1>
- g) Wells Fargo Bank, N.A., as Paying Agent <F1>
- h) Wells Fargo Bank, N.A., as Custodian <F1>

</TABLE>

- (35) Servicer compliance statements.

<TABLE>

<s>                      <c>

- a) Ocwen Loan Servicing, LLC, as Servicer <F1>
- b) Wells Fargo Bank, N.A., as Master Servicer <F1>
- c) Wells Fargo Bank, N.A., as Securities Administr

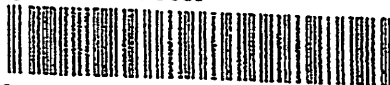
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From: Origin ID ZMVA (631)454-8059  
 Jordan S. Katz  
 LAW OFFICE OF JORDAN S. KATZ  
 395 NORTH SERVICE RD.  
 SUITE 401  
 MELVILLE, NY 11747



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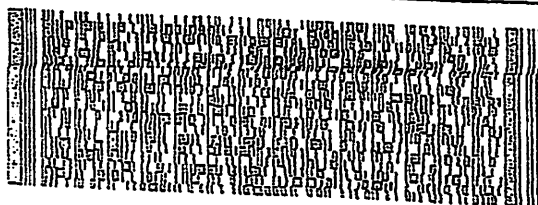
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 Invoice #  
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 Dept #

SHIP TO: (631) 454-8059  
 Todd Ruffalo, Jr.

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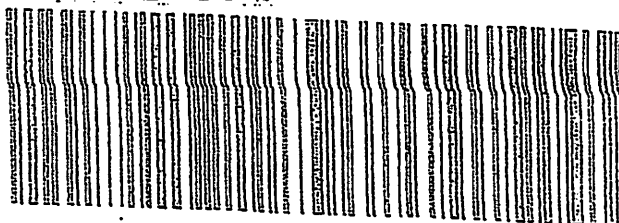


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The Law Offices Of Jordan S. Katz, P.C.  
395 NORTH SERVICE ROAD, SUITE 401  
MELVILLE, NEW YORK, 11747  
Tel: 631 454-8059 Fax: 631 454 8169

April 29, 2011

VIA FEDERAL EXPRESS

Todd Ruffalo, Jr.  
9 Pleasant Avenue  
White Plains, New York 10605

RE: HSBC Bank v. Todd Ruffalo, et. al.  
INDEX NO. 05071/09

Dear Mr. Ruffalo:

Enclosed please find a copy of two discontinues with prejudice in the above entitled action on your property.

Please feel free to contact me if you have any questions.

Very truly yours,

LAW OFFICES OF JORDAN S. KATZ, P.C

By: 

RONNI GINSBERG, ESQ.

Enclosure

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER



-----X  
H.S.B.C. BANK U.S.A., N.A., AS TRUSTEE FOR THE  
BENEFIT OF PEOPLES CHOICE FINANCIAL REALTY  
MORTGAGE SECURITIES TRUST, SERIES 2006-1  
MORTGAGE PASS THROUGH CERTIFICATE  
SERIES 2006-1

Index No.: # 5071-2009

Plaintiff.

NOTICE OF  
DISCONTINUANCE  
WITH PREJUDICE  
**FILED**

TODD RUFFALO, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEM, INC., AS NOMINNE  
FOR PEOPLES CHOICE HOME LOAN, INC.

SEP - 5 2011

DEFENDANTS

TIMOTHY C. ...  
COUNTY CLERK  
COUNTY OF WESTCHESTER

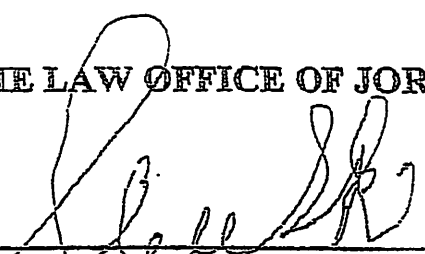
-----X  
PLEASE TAKE NOTICE: That Pursuant to CPLR 3217 (A), (1.), and CPLR 6514, the Attorneys of record for the Plaintiff to the above-entitled action state: that whereas no part hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action be, the same hereby is discontinued with prejudice against the Defendant, TODD RUFFALO.

Order Discontinuing action and canceling Lis Pendens, without costs in favor of any party; that the Notice of Pendency of action filed in this action in the Office of the Clerk of the County of Westchester on the March 17, 2009, be cancelled and discharged of record and that an Order to that effect may be entered herein by any party hereto without notice; and for such other and further relief as the Court may deem just, equitable, and proper.

This Stipulation may be filed with the Clerk of the Court without any notice.

Dated: April 29, 2011  
Melville New York

THE LAW OFFICE OF JORDAN S. KATZ, P.C.

  
By: Jordan S. Katz, Esq.  
Attorneys for Plaintiff  
395 N. Service Road, Suite 401  
Melville, NY 11747  
(631) 454-8059

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
H.S.B.C. BANK U.S.A., N.A. AS TRUSTEE FOR THE  
BENEFIT OF PEOPLES CHOICE FINANCIAL REALTY  
MORTGAGE SECURITIES TRUST, SERIES 2006-1  
MORTGAGE PASS THROUGH CERTIFICATE  
SERIES 2006-1

Index No.:#5071-2009

Plaintiff.

-Against-

NOTICE OF  
DISCONTINUANCE WITH  
PREJUDICE

TODD RUFFALO, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEM, INC., AS NOMINEE  
FOR PEOPLES CHOICE HOME LOAN, INC.

Defendants.

-----X  
PLEASE TAKE NOTICE, That Pursuant to CPLR 3217 (A.) (1.), the Attorneys of  
record for the Plaintiff to the above entitled action state: that whereas no part hereto  
is an infant or incompetent person for whom a committee has been appointed and no  
person not a party has an interest in the subject matter of the action, the above  
entitled action be, and the same hereby is discontinued with prejudice against the  
Defendant, TODD RUFFALO.

This Stipulation may be filed with the Clerk of the Court without any notice.

Dated: April 25, 2011  
Melville, New York

THE LAW OFFICE JORDAN S. KATZ, P.C.

  
By: Jordan S. Katz, Esq.

Attorneys for Plaintiff  
395 N. Service Road, Suite 401  
Melville, NY 11747  
(631) 454-8059

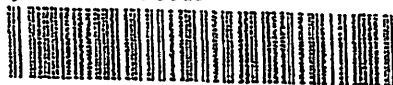
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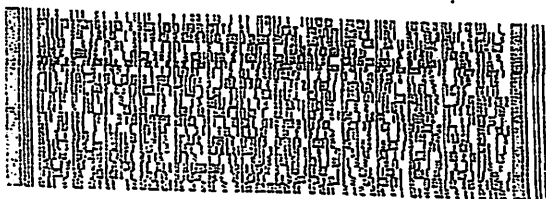
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 Todd Buffalo, Jr.

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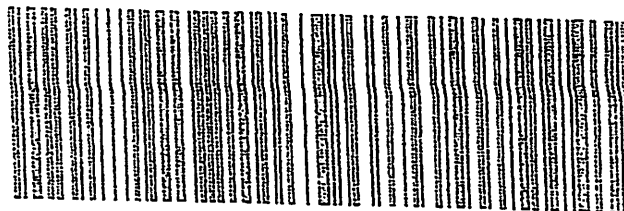


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THE LAW OFFICES OF JORDAN S. KATZ, P.C.

395 NORTH SERVICE ROAD, SUITE 401  
MELVILLE, NEW YORK 11747  
TEL: 631 454-8059 • FAX: 631 454-8169

April 20, 2009

VIA FEDERAL EXPRESS

Todd Ruffalo, Jr.  
9 Pleasant Avenue  
White Plains, New York 10605

RE: HSBC Bank v. Todd Ruffalo, et. al.  
INDEX NO. 05071/09

Dear Mr. Ruffalo:

Pursuant to the request in your letter dated March 30, 2009, enclosed please find a copy of the assignment of mortgage for the property in question. As you can see, the mortgage has been assigned to HSBC Bank USA, National Association, As Trustee for the Benefit of People's Financial Realty Mortgage Securities Trust, Series 2006-1, who is the Plaintiff in the action which was commenced.

Please feel free to contact me if you have any questions.

Very truly yours,

LAW OFFICES OF JORDAN S. KATZ, P.C

By: 

RONNI GINSBERG, ESQ.

Enclosure

Prepared By &

When Recorded Return to:

The Law Offices of Jordan S. Katz, P.C.  
395 N. Service Road, Suite 401,  
Melville, NY 11747

Section: 131.13

Block: 2

Lot: 17

COUNTY: WESTCHESTER

Our File: 12139

Loan No. ~~0120~~ 8232

ASSIGNMENT OF MORTGAGE

KNOW THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., Assignor, a corporation or association which exists under the laws of New York and having its principal place of business 7515 Irvine Center Drive, Irvine, CA 92618.

in consideration of One and no/100 (\$1.00) Dollars paid by:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF PEOPLE'S FINANCIAL REALTY MORTGAGE SECURITIES TRUST, SERIES 2006-1 Assignee, having its principal place of business, 4828 LOOP CENTRAL DRIVE, HOUSTON, TX 75040 hereby assigns unto the assignee, a certain mortgage made by TODD RUFFALO A/K/A TODD W. RUFFALO to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., given to secure payment of the sum of Five Hundred Eighteen Thousand Four Hundred Dollars and No Cents and interest, dated June 21, 2006, recorded on August 23, 2006, in the Office of the Clerk of the County of WESTCHESTER CONTROL NO.: 462220567, covering premises: 9 PLEASANT AVENUE, WHITE PLAINS, NY 10605 (SEE EXHIBIT A, ATTACHED, FOR LEGAL DESCRIPTION).

Together with the bond or obligation described in said mortgage, and the moneys due to grow due thereon with interest.

TO HAVE AND TO HOLD, the same unto the assignee, and to the successors, legal representatives and assigns of the assignee forever. This assignment is not subject to the requirement of Section 275 of Real Property Law because it is within the secondary mortgage market. This assignment is effective as of the January 28, 2009.

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

This Assignment is made to and accepted by the Assignee without warranty or representation on the part of the assignor and without recourse to the assignor in any event whatsoever.

IN WITNESS WHEREOF, the Assignor has duly executed the Assignment  
on March 4, 2009

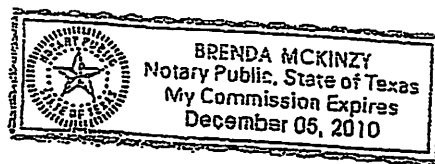
MORTGAGE ELECTRONIC SYSTEMS, INC.  
AS NOMINEE FOR PEOPLE'S CHOICE  
HOME LOAN, INC.

BY: Marti Noriega Assistant Vice President

STATE OF Texas )  
COUNTY OF Harris ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2009 before me,  
the undersigned, personally appeared Marti Noriega  
(are) subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their capacity(ies),  
that by his/her/their signature(s) in the instrument, the  
individual(s) or the person upon behalf of which the individual(s)  
acted, executed the instrument, and that such individual made such  
appearance before the undersigned in the City of  
Houston, State of Texas

Brenda M. McKinzy  
NOTARY PUBLIC





E

2006-06-21 15:24

AGFS 2500 Yonkers

914-961-6983 >> 9142459229

p 2/2

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

**AMERICAN GENERAL FINANCIAL SERVICES**  
2141 Central Park Ave. Ste. 3  
Yonkers, NY 10710-1832  
914-961-5523  
914-961-8983 Fax

June 21, 2006

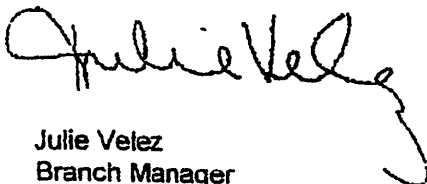
Victoria  
Cobblestone Abstracts

Re: Ruffalo, Todd

Victoria,

The mortgage dated December 23, 2005 for \$17,532.00 has been paid in full on April 26, 2006. A formal satisfaction of Mortgage was Sent to the Westchester County Records office on May 11, 2006 to remove the lien from, Mr. Ruffalo's title. As to the other mortgage dated April 21, 2006, the payoff on the loan is \$157,323.15, which would satisfy in full the lien and loan. This would then remove the lien from Mr. Ruffalo's title as well.

Thank you,

  
Julie Velez  
Branch Manager



A Member of American International Group, Inc.

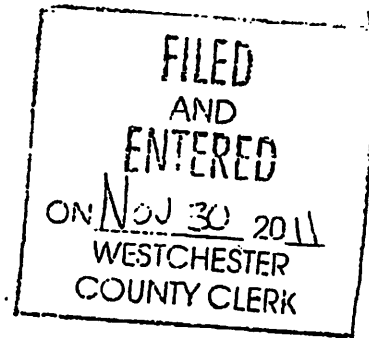
F

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
American General Home Equity, Inc.,  
Plaintiff,

-against-

Todd W. Ruffalo, Jr., et al.,  
Defendant.  
-----X



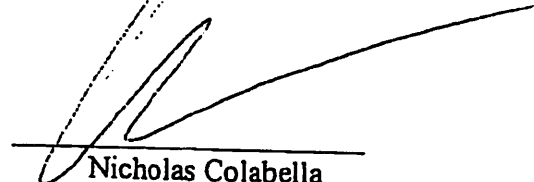
**RECUSAL ORDER**  
Index # 1961/09

The Court is in receipt of what purports to be a pro se Order to Show Cause by defendant Todd Ruffalo, Jr. seeking recusal of the undersigned, a stay and dismissal of the action. Despite the caption, however, the proposed Order to Show Cause is not in proper form for an Order to Show Cause and is declined for signature. Defendant is further advised that he may seek review of any decisions by the Court by way of an appeal.

On the Court's own motion, the undersigned recuses himself from this action, the related action HSBC Bank v. Ruffalo, Index # 5071/09 and any other actions involving defendant Todd W. Ruffalo, Jr. The Calendar Clerk is directed to reassign the foregoing to another justice. Any further applications shall be made to the justice to be assigned.

Dated: White Plains, New York

11-30-11

  
\_\_\_\_\_  
Nicholas Colabella  
Supreme Court Justice

Deutsch & Schneider, LLP  
Attorneys for Plaintiff Index #1961/09  
79-37 Myrtle Avenue  
Glendale, NY 11385

Todd Ruffalo, Jr.  
Defendant, pro se  
9 Pleasant Avenue  
White Plains, NY 10605

Jordan S. Katz, Esq.  
Attorneys for Plaintiff Index # 5071/09  
395 N. Service Road, Suite 401  
Melville, NY 11747

Exh.

Tort. Case

Raymond A. Powers

Dishonesty & Mail Fraud

J. Colabella's Law Clerk

DOB: 11-17-1954

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTERCOLIN WILSON POWERS,  
ALANNA WILSON POWERS,

Plaintiffs,

-Against-

RAYMOND A. POWERS,  
GERALD POWERS,

Defendants,

Index No.: 1221/2007

Affidavit in Opposition to  
Cross Motion

CATHERINE M. WILSON, being duly sworn, deposes and says:

1. I am the mother and custodial parent for the plaintiffs in the above-entitled matter and make this affidavit in opposition to Defendant's cross-motion.

**Filing of Cross-Motion is Defective**

2. The cross motion filed by one of the Defendant's, Ray Powers, is defective. Considering that Ray is Law Secretary to Judge Collabella in this very court, it is surprising that he would deliberately violate the rules of his own court, as follows:

- a. Ray filed this motion with Judge Mary Smith who already recused herself from this case claiming a familiarity based on their working relationship. This case has not been assigned a new judge; ergo, there is no-one to file this motion with!
- b. Ray filed this motion on behalf of himself and Gerry Powers, the co-Defendant. However, if Ray is indeed representing Gerry Powers, I have not been officially notified of such. Therefore, I must assume, as must this court, that Gerry Powers has no attorney at this time.
- c. Further, if Ray is indeed representing Gerry Powers, then this is direct violation of the rules governing court employees. As a Law Secretary, Ray is prohibited from practicing law. He may only represent himself (or our children) in a lawsuit. He may not represent his brother without express permission from OCA. I have not received any such notification from OCA or Ray. Therefore, I can only assume, as must this court, that Ray is deliberately flaunting the rules of this court.
- d. Lastly, and most grievous of all, Ray filed this motion on January 31, 2007 with a return date of February 2, 2007 – two days later! I didn't even receive this cross motion until *after* his return date. This dirty tactic is clearly against court rules. Although I am not an attorney, I

understand that all litigants are to be given two weeks to respond to any action. I was not even given two days! If any attorney played such a dirty trick on an opponent in Ray's court, he would most surely toss that attorney's motion out. Since I was not given timely notice, I am sure this court will dismiss Ray's filing as defective.

### **Action Commenced According to Instructions of Court**

3. Ray claims that I "failed to commence an action" here. On the contrary, I did exactly everything that I was instructed to do by members of this court and the county clerk's office. I called for instructions and hand-delivered this to the county clerk so that they could review my filing. I also personally walked this upstairs to the motions department, again for their review.

4. Each and every step of the way I explained to the court and county employees exactly what I was trying to do and asked them to review my papers to determine if I followed correct procedure.

5. I did attempt even further due diligence by researching the court's web site but there is absolutely no information there for Pro Se litigants beyond very basic material!

6. I also attempted to call the Pro Se "help line" that Judge Nicolai advertises on his personal web page only to discover that no such phone line even exists - It has been disconnected!

7. Therefore, if I did indeed file "form A" instead of "form B", it certainly wasn't because I didn't try to do things correctly. I asked the members of the court for help with this filing.

8. My children should not be punished here because the court employees might have given me wrong information and the court system does not provide sufficient technical assistance to Pro Se litigants (other government agencies, such as the IRS, have all forms on their web site, with full instructions and detailed step-by-step examples. Ideally, this court should upgrade its system to today's standards and expectations).

9. I did precisely what this court told me to do - I prepared it *precisely* the way this court told me. This case is to benefit my children - I did whatever I was told to do for their benefit, as any good mother would do. I followed the instructions I was given to the letter. But if this court wants an additional form at this time to satisfy some filing technicality, I will gladly file whatever it is you need for my children's sake.

### **Jurisdiction**

10. Ray claims that I never served Gerald Powers with a copy of this complaint. That is completely untrue, as supported by the facts. All copies of my motion were mailed at precisely the exact same time - this court has an affidavit of service attesting to that

fact. Gerald Powers' mailing address is clearly listed on my filing as the exact same one as the mailing address provided on Ray's cross motion.

11. However, throughout the twenty years of my marriage, the members of Ray's family, including Ray, regaled me with stories of Gerry's "con artist" activities and how he is known by other names (Gerry never even attended High School - he is a dropout, yet somehow he has talked his way into jobs, Ivy League club memberships, etc. with false credentials and sweet talk).

12. I am personally familiar with one of Gerry's cons. In late 1999, he attempted to con his elderly mother out of money claiming that his live-in girlfriend needed an operation. Knowing Gerry's history, I suspected Gerry really wanted this money for some Y2K scam. When Ray and I pressed Gerry for details of the alleged "operation", he could provide none. Upon investigation, Ray discovered his brother had purchased some land in the Adirondacks and was stocking a hut there with provisions for "the end of the world".

13. So who knows what happened here to Gerry's copy of my filing. He lives in an apartment building in New York City with a girlfriend so it is possible that his name is not on the mailbox. Given his use of aliases, he may not even have his legal name posted.

14. Also, this filing was in a large envelope that might not have fit in a small apartment mailbox. It is possible that Gerry ignored the notice from the post office to pick this up. Gerry's mother told me that he is an alcoholic and that he sleeps during the day - the post office isn't open late enough to accommodate his nocturnal habits.

#### Cause of Action

13. My cause of action on behalf of my children is clear. Ray states that he divided these funds with his brother to "honor his mother's wishes" - the wishes that were clearly outlined in her letter to intent.

14. But what Ray wants to do here is to pick and choose who he may apply those wishes to. Ray has selectively determined that the same letter should not be honored when it comes to distributing these same funds to our children. What kind of a father deliberately disinherits his own children? And opts to give the money instead to a brother who tried to cheat his own mother?

15. Ray also claims that to "substitute (my) own judgment is patently contrary to the wishes of the children's grandmother". He forgets that the children and I were all present when this letter was signed. I handled my mother-in-law's finances for years. It was because of my budgeting skills that she managed to accumulate over \$150,000 in fifteen years. Grateful, she asked me what she could do to repay me. I told her to give something to my children (the response of any good mother).



16. Further, giving money to the grandchildren directly was not without precedent in the Powers family. When Ray's own maternal grandmother died, he inherited \$15,000 at the age of seventeen (17) and blew the money on two trips to Europe and a trip to Puerto Rico. His mother picked the same amount, without strings, for her grandchildren. She was copying exactly what her mother had done.<sup>1</sup>

17. Our children and I were all present when this letter was signed – it was done at my kitchen table. Their grandmother never hid the fact from them that she was going to treat them exactly the same way their father's grandmother had treated him. Both of our children have known that they would inherit this money for years.

18. Ray's arguments imply that his mother's wishes are paramount here and since she indicated that he could determine how to handle this money that statement governs here. It does not. I have a custody agreement which grants me sole and final determination in the event of an impasse. Ray is claiming he should not give our children this money. I am claiming he should. The custody order clearly states that my decision governs here. Case closed.

19. Further, I already provided evidence to this court that Ray has stolen money from me, cashed checks that belonged to me, illegally obtained printouts of my mother's bank accounts, passed himself off as a check signer on my business accounts, and even violated Federal Postal laws by deliberately changing my mailing address on my brokerage accounts to his address!

20. In short, Ray cannot be trusted. If anyone is to be responsible for the safekeeping of our children's money, it must be me.

21. It is clear that Ray not only acknowledged his mother's wishes but honored them when he distributed her funds to his brother. There is no reason, apart from personal greed, why Ray should not also honor her wishes and distribute the same funds to our children. Further, given the custody ruling, only I may determine if Ray may keep these funds. And I have decided that I should hold this money for our children since Ray has proven himself to be untrustworthy.

### Sanctions

22. People in glass houses shouldn't throw stones for good reason – they tend to ricochet right back. If Ray truly intends to ask this court for sanctions, he should face the reality that it has been his actions all along that are sanctionable. All I am doing is what any good mother would do – pressing for my children's rights. Calling that sanctionable is a dangerous precedent for this court to set.

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<sup>1</sup> My children, in contrast, will not uphold "tradition" and copy their father. While still only a teenager, Ray went to Europe for two full summers on his inheritance not once ever calling his mother or sending her even a lousy postcard. Our children know that story (they've heard it from family members often enough). I've told them *exactly* what the consequences will be from me if they ever attempt to do the same to me!

23. Ray claims that his brother should not have been named as codefendant ignoring the fact that his brother was informed of the existence of his mother's letter of intent. By not seeing to it that his mother's wishes were carried out in accordance with this letter and taking the money for himself solely, Gerry is as liable here as Ray is.

24. Ray then follows the debating tactic of all lawyers when faced with an argument that is true – he changes tact to try to draw this court's attention away from my valid arguments. Ray is now posturing that I am "poisoning his relationship with his children". Perhaps an honest evaluation of Ray's relationship is called for at this time (if the fact that he won't give his kids their inheritance wasn't enough of a clue!).

25. Ray has had visitation with our children every other weekend for the past four years. Despite the fact that our children normally received their allowances on weekends, for the last four years Ray has adamantly refused to give their allowances to them when they ask and even goes so far as to tell them that these should come out of the child support checks.

26. Worse, our son Colin qualified for an honors school trip to Russia last spring. Ray refused to pay for a dime of this! I had to take out a loan to finance this trip – an opportunity of a lifetime for our child. Ray didn't even give Colin a lousy twenty bucks spending money for this trip (I pressed two hundred dollars into his hand; my mother gave him spending money as well). Yet Ray, his own father, *refused* to give Colin a dime.

27. Another example? Alanna's birthday was last May. Ray gave her \$100 spending money contingent on her having to go shopping with him. What thirteen-year-old girl wants to go shopping with her father? If a teenage girl will acquiesce to shopping with a parent, it's only with Mom, and then only to shop for bras and tampons. Nine months later, Alanna has yet to get any of her birthday money because Ray made her take \$50 of this to buy tickets to his girlfriend's dance recital (which Alanna didn't want to go do. She is extremely uncomfortable with even the notion of her father's "friends" and didn't appreciate him ignoring her feelings and forcing her to pay for her own ticket out of money that was supposed to be her birthday present!).

28. Ray has refused for three years to pay for braces to straighten Alanna's buck teeth while she has had to watch him spend a fortune on his own cosmetic dentistry (he recently spent at least \$500 on an expensive teeth whitening procedure).

29. As for the child abuse allegation, Ray is distorting the facts (another typical attorney's tactic). Ray demanded a psychiatrist for our divorce because he was trying to prove that my menopause symptoms were really a sign of a mental illness! (So he could get custody and not pay child support – he admitted this to the psychiatrist on the record). The psychiatrist in our case did recommend counseling for our teenagers – standard procedure in divorce cases.

30. My kids, being typical teens, didn't want to talk to "shrinks" and told their Law Guardian (Kim Rayner) so. Kim was appointed by the judge because she worked on

his campaign (his Part 36 filings don't show him appointing anyone else!). Kim never advocated for our children and even referred to me in her invoices as "the opposition" (naturally, since I couldn't do favors in court for her as Ray could).

31. Getting no where with their Law Guardian, who refused to even call our children, her clients, directly and would only speak to Ray, I sought out advice. At a League of Women Voters meeting, I asked some Family Court judges how to handle this. They advised me to have the kids write to the judge directly. They did so. But not agreeing with the Law Guardian and the psychiatrist ticked them both off so they retaliated. The court saw through their slanderous "child abuse" crap and tossed it out completely. Of course, Ray conveniently "forgot" to mention that last part to this court!

31. I should point out that the psychiatrist Ray is now lauding is the very one he tried to tear apart on the stand, spending \$4,000 for another psychiatrist to dispute the forensic evaluations. So, was it then or now that Ray thought this psychiatrist was lying?

32. As for my filing in Family Court for an enforcement of the child support that Ray was refusing to pay – yes, I filed this one day after the divorce judgment. However, that was not my initial filing. I tried to file one year previously. Ray tagged-team with the Law Guardian and the psychiatrist and talked them into helping him file the "child abuse" charge so he could keep our divorce in Supreme and keep me out of Family Court.

33. While Ray didn't succeed with his "child abuse" allegation, he did succeed in blocking my legal rights in Family Court. Once Supreme released jurisdiction with the judgment, I immediately filed for the back child support my children were entitled to. As any good mother would have done, I did not hesitate one day longer than need be for my children. They had waited one year; I didn't want them to wait a moment longer.

34. Ray also claims that sanctions are necessary because I am Pro Se. Another dangerous precedent for this court to set! (and a ridiculous argument, to boot). Ray claims that because I am Pro Se, somehow I have no financial deterrents to bringing litigation. Indeed, the exact opposite is true.

35. I paid \$305 in filing fees for this application. Add to that another \$4 in notary fees, \$6 in postage, and costs for paper, printing, and copying plus transportation to the courthouse and parking fees. Whenever I need to do any legal research, I have to pay \$50 a day to access what frankly should be public records. In contrast, Ray's expenses are all subsidized by the taxpayers of the State of New York.

36. For four years, Ray has treated the courthouse as if it was his own office. He has used taxpayers' equipment to make copies, send faxes and emails, make phone calls, and do research on his personal cases – all on taxpayers' time to boot. I provided OCA with evidence of the faxes, emails, and calls from the court – I calculated that the total cost to the taxpayers' for Ray's misuse of the court system was in excess of \$100,000.

37. Which takes me back to my original argument that sanctions tend to ricochet – if this court wishes to impose sanctions here, I can easily provide you with the documented evidence of Ray's abuse of the system. Further, now that you have been informed of Ray's abuse of the court system, this court is now obligated to report this misuse of taxpayer's equipment and funds under Executive Law sec. 55 of the Inspector Generals' Office.

38. Unfortunately we can add to the Ray's above violation of Federal Postal laws, New York State banking laws, his wire-tapping his own son, using our son as a process server of a court order, and removing HIPPA governed forensic reports from the courthouse for his own personal gain.


39. If I were indeed the type of mother who was seeking to "poison his relationships", as Ray claims, I would have had him incarcerated years ago on either the mail-tampering or the HIPPA violation (I've had that evidence since 2003). But incarcerating Ray would ultimately hurt my children. Besides incarcerating Ray, or even pressing for sanctions against him, would ricochet against me – children usually end up hating any parent who causes the other parent pain. As they should. And since Ray clearly cannot understand that simple fact, I must rely on this court's ethics here.

40. I tried to negotiate directly with Ray on this matter for the past eighteen months to no avail. I also did not wish for my children to file a lawsuit directly for this when they came of age. To avoid my children having to go to court, and because Ray refuses to be cooperative and cannot be trusted with these funds, I must file at this time to claim these funds for my children and to hold them in safekeeping for their needs.

41. As for the "frivolity" of this action – this filing would never have been needed if Ray had simply given his own children their inheritance as his own mother wished. Ray triggered this lawsuit because he refused to honor the wishes of a dead woman. That's not only a frivolous act, it's also scandalous.

WHEREFORE, it is respectfully requested that the cross motion be denied and the original motion be granted.

I thank this court for its consideration here.

  
Catherine M. Wilson, Pro Se

Sworn to before me this 8th day  
of FEBRUARY, 2007

  
Notary Public

ROBERT J. ANGIELLO  
Notary Public, State of New York  
No. 01AN6077821

Qualified in Westchester County  
Commission Expires July 18, 2010

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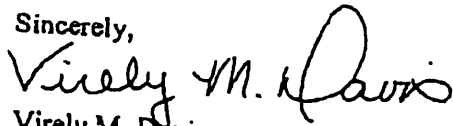
January 21, 2003

Catherine M. Wilson  
P.O. Box 106  
Pleasantville, NY 10570

Dear Ms. Wilson:

On Wednesday, January 15, 2003, Raymond Powers contacted our branch requesting information on account #6701598189- Money Mastery Workshop, Inc. Mr. Powers misrepresented himself as a signer and was not given any information regarding this account. If there any questions, please feel free to contact me at (914) 769-8080.

Sincerely,



Virely M. Davis  
Personal Banking Representative